

CLAUSE I-28 – CONTINUITY OF SERVICES (August 2002)

- (a) The Subcontractor recognizes that the services under this subcontract are vital to SURA and must be continued without interruption and that, upon subcontract expiration, a successor, either SURA or another Subcontractor, may continue them. The Subcontractor agrees to –
 - (1) Furnish phase-in training and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Subcontractor shall, upon the Subcontracting Officer's written notice –
 - (1) Furnish phase-in, phase-out services for up to 90 days after this subcontract expires and
 - (2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Subcontracting Officer's approval. The Subcontractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this subcontract are maintained at the required level of proficiency.
- (c) The Subcontractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this subcontract. The Subcontractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Subcontractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Subcontractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after subcontract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this subcontract.